#### Statewide Blanket Purchase Order (SBPO 1149)

Date: October 16, 2003

Terms: Net 30

F.O.B: Destination (freight/handling included in price)

Contract Dates: 10/9/2003 to 10/8/2008 Bid Documents: RFQ03675, PREQ7036

Vendor: SYRINGA NETWORKS, LLC

PO Box 15035 Boise, ID 83715

Vendor Nbr: P00000043005

Agency Contact: Joe Roche, 208-332-1840 Buyer: Mark Little, 208-327-7359

Description: TELECOMMUNICATIONS SERVICES per the attached 32-page document entitled Idanet Master

Services Agreement

Estimated Value: \$5,000,000

Contract for Telecommunications Services for various state of Idaho agencies, institutions, and departments for the time period noted above plus two 2-year renewal options subject to mutual agreement between the parties. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Telecommunications Services

Delivery Zone/Area: Statewide

Contract Usage Type: Category Dependent per the Master Service Agreement

Public Agency Clause: Yes

Phone Number:

Fax Number:

Contract Administration: Mark Little, 208-327-7465, mlittle@adm.state.id.us

Contractor's Primary Contact: Stephen E Maloney
Address: PO Box 15035
Boise, ID 83715

208-229-6100 208-229-6110

E-Mail: smaloney@syringanetworks.net

CONTRACTOR: Ship to the FOB Destination point and bill according to the master service agreement. Do not mail invoices to the Division of Purchasing. Notating the contract number on any invoices/statement will expedite payment.



### Table 3.02(a): Syringa Networks One-Time & Recurring Charges

• •				NDO
Service		MRC		NRC
Frame Relay			_	
T-1 Access Link - varies by location, see Table 3.02.2		Table 3.02.2		Table 3.02.2
T-1 Port with 1st 768 PVC	\$	200.00	\$	50.00
Additional PVCs	\$	30.00	\$	50.00
DS-3 Access Link - varies by location, see Table 3.02.2		Table 3.02.2		Table 3.02.2
DS-3 Frame Relay Port	\$	600.00	\$	250.00
1024 PVC	\$	30.00	\$	250.00
4096 PVC	\$	120.00	\$	250.00
5 Mbps PVC	\$	150.00	\$	250.00
10 Mbps PVC	\$	300.00	\$	250.00
15 Mbps PVC	\$	450.00	\$	250.00
20 Mbps PVC	\$	600.00	\$	250.00
25 Mbps PVC	\$	750.00	\$	250.00
30 Mbps PVC	\$	900.00	\$	250.00
40 Mbps PVC	\$	1,200.00	\$	250.00
OC-3 and OC-12 access links and Ports		ICB		ICB
ATM				
T-1 Access - varies by location, see Table 3.02.2	See 7	Table 3.02.2	See 7	Table 3.02.2
T-1 Port	\$	225.00	\$	200.00
VCC/VPC			\$	125.00
Meg Bandwidth CBR	\$	44.00		NC
Meg Bandwidth VBR-rt	\$	37.50		NC
Meg Bandwidth VBR-nrt	\$	33.00		NC
Meg Bandwidth ABR	\$	22.00		NC
Meg Bandwidth UBR	\$	15.00		NC
DS-3 Access Link - varies by location, see Table 3.02.2	See 7	Table 3.02.2	See 7	Table 3.02.2
45 Mbps Port	\$	600.00	\$	200.00
VCC/VPC	•		\$	125.00
Meg Bandwidth CBR	\$	44.00	•	NC
Meg Bandwidth VBR-rt	\$	37.50		NC
Meg Bandwidth VBR-nrt	\$	33.00		NC
Meg Bandwidth ABR	\$	22.00		NC
Meg Bandwidth UBR	\$	15.00		NC
OC-3 and OC-12 access links and Ports	Ŧ	ICB		ICB
OO-0 and OO-12 docess links and rolls		ICD		ICD





#### Table 3.02(a): Syringa Networks One-Time & Recurring Charges

Service	MRC			
Interworking with Qwest				
Per 1Mbps UBR PVC (Frame relay or ATM)	\$ 40.00	\$	100.00	
Per 1Mbps CBR PVC on ATM	\$ 65.00	\$	100.00	
Some restrictions apply.				

#### STS Idaho

Distance insensitive T-1 pricing with DS-3 Collector available in selected cities - other cities can be hackhauled to nearest POP

Network Charge	\$ 6,000.00	\$ 1,000.00
T-1 port	\$ 400.00	\$ 300.00
DS-3 port	\$ 2,400.00	\$ 500.00

#### **Point to Point Circuits**

A local loop is required at each end of the point to point circuit, price depends on location. The pricing in Table 3.02.2 includes backhaul to Syringa Networks' POPs where required and entrance facility costs to Qwest POPs where required.

T-1 Local Loop - varies by location, see Table 3.02.2

See Table 3.02.2 See Table 3.02.2

DS-3 Local Loop - varies by location, see Table 3.02.2

See Table 3.02.2 See Table 3.02.2

Price for transport between locations is in addition to local loop costs.

Price for transport also varies by end points. Data below is price/airline mile.

Call Syringa Networks to confirm price of point to point circuits.

When using Tables 3.02.1.1 - 3.02.1.3, always use lowest numbered table in which both cities are found.

	 0 000 00 .00	
T-1 Cost per mile between Boise and Idaho Falls	\$ 1.95	NA
T-1 Cost per mile between Boise and Pocatello	\$ 1.95	NA
T-1 Cost per mile between Boise and Twin Falls	\$ 8.04	NA
T-1 Cost per mile between any two cities Table 3.02.1.1	\$ 8.04	NA
T-1 Cost per mile between any two cities in Table 3.02.1.2	\$ 9.38	NA
T-1 Cost per mile between any two cities in Table 3.02.1.3	\$ 15.00	NA
DS-3 Cost per mile between Boise and Idaho Falls	\$ 15.00	NA
DS-3 Cost per mile between Boise and Pocatello	\$ 15.00	NA
DS-3 Cost per mile between Boise and Twin Falls	\$ 30.00	NA
DS-3 Cost per mile between any two cities in Table 3.02.1.1	\$ 30.00	NA
DS-3 Cost per mile between any two cities in Table 3.02.1.2	\$ 37.50	NA
DS-3 Cost per mile between any two cities in Table 3.02.1.3	\$ 58.75	NA

Always call Syringa Networks to confirm price of point to point circuits as promotional pricing may provide additional savings.





#### Article I. GENERAL TERMS AND CONDITIONS

### Section 1.01 DEFINITIONS

- a) Idanet: The State's digital broadband initiative to establish a single, consolidated network under a single administrative domain that is shared by the State in order to conduct state business. This single, consolidated network is a collection of Telecommunications Services, State-acquired equipment, components, maintenance agreements, staff, processes and procedures that allow for the easy flow of data and use of information technology resources.
- b) Idanet Services Manager (ISM): The Department of Administration's representative who will be the principle operational liaison with the Provider and who is responsible to co-administer with the Division of Purchasing multiple Idanet MSAs.
- c) Initial Response: The first and primary reaction from the Provider in response to a trouble report placed by the SNOC. The Provider's Initial Response to the SNOC at a minimum must contain information about the probable cause(s) of the trouble and possible courses of resolution. The Provider and the SNOC shall mutually agree upon a time for the next status report. For On-net Services, for Major Trouble, the Provider must issue its Initial Response within one (1) hours of the trouble report; for Minor Trouble, the Provider must issue its Initial Response within two (2) hours of the trouble report. For Off-net Services, for Major Trouble, the Provider must issue its Initial Response within two (2) hours of the trouble report; for Minor Trouble, the Provider must issue its Initial Response within four (4) hours of the trouble report.
- **d)** Master Service Agreement (MSA): This contract document and any service order issued pursuant to this document and the Provider's targeted service level objectives.
- e) Major Trouble: Major trouble is defined as the loss or failure of critical Idanet circuits. Critical Idanet circuits included as any circuit with a capacity of DS3 or greater.
- **f) Minor Trouble:** Minor trouble is defined as network problems not classified as Major Trouble but which fail to meet performance objectives identified pursuant to Section 2.03.

- g) Off-net Services: Telecommunications Services that connect two locations and that are not provided entirely by Provider on its owned or managed fiber optic facilities but involve use by Provider of third party facilities and/or services.
- **h) On-net Services:** Telecommunications Services that connect two locations and are provided entirely by Provider on its owned or managed fiber optic facilities.
- i) Point of Demarcation: The point within a building or within part of a building where the responsibility of the Provider ends and the responsibility of the User begins. The building, or part of a building, may be owned, leased or rented by the State.
- **j) Provider:** The sole proprietorship, partnership, consortium, corporation or other form of business entity that is obligated under this MSA to offer, install and maintain Services.
- **k) Public Agency:** Any political subdivision of the state of Idaho, including, but not limited to counties; cities; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho.
- I) Services: Those Telecommunication Services and other related services provided to User by the Provider pursuant to this MSA or a service order issued under this MSA.
- m) State Network Operations Center (SNOC): A place from which Idanet is supervised, monitored, and maintained. The SNOC may be consolidated or distributed and may be staffed by State employees, service bureau staff or both. It may be comprised of a room or rooms containing visualizations of Idanet, workstations at which the detailed status of the network can be seen, and the necessary software to manage it. The SNOC is Idanet's focal point for network troubleshooting, software distribution and updating, switch and network management, performance monitoring, and coordination with affiliated networks.
- **n) State:** The state of Idaho, acting through its Department of Administration, Division of Purchasing on behalf of the Users.
- o) Telecommunications Services: The transmission of two-way interactive signs, signals, writing, images, sounds, messages, data, or other information of any nature by wire, radio, lightwaves, or other electromagnetic means that

originate and terminate in Idaho, and are offered to or for the public, or some portion thereof, for compensation.

p) User(s): Mandatory or Voluntary User(s), as defined herein, or both, as the case may be. "Mandatory Users" are all departments and institutions of state government referenced in Idaho Code § 67-5747(a)(i), including but not limited to departments, agencies, commissions, councils and boards, which must be provided Services under this or another MSA. "Voluntary Users" are state institutions of higher education and state elected officers in the executive department, as referenced in Idaho Code § 67-5747(a)(ii) and the state legislative and judicial departments as referenced in Idaho Code § 67-5747(a)(iii)...

### Section 1.02 SERVICES

- a) Nature: The Provider acknowledges and agrees that this MSA is entered pursuant to and in accordance with Idaho Code § 67-5747 and the statutes and rules governing the Department of Administration, Division of Purchasing. The parties also acknowledge that the Provider previously entered that certain Shared Resources Agreement, effective October 2, 2001, with the Idaho Transportation Department and that it may be in the State's best interest to utilize the terms of and services available under the Shared Resources Agreement and that Mandatory Users have the right to utilize the Shared Resources Agreement for services available under this MSA. Further, the Provider agrees and acknowledges that, except as may be permitted under the Shared Resources Agreement, Provider is obligated to utilize this MSA when doing business with all Mandatory Users. The State acknowledges that the pricing, terms and conditions of this MSA are not tied to the Shared Resources Agreement.
- b) Scope: The Services acquired under this MSA may be provided in all counties in the state of Idaho <u>except</u> for the following: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah and Shoshone.
- c) Variety: The Services acquired under this MSA include, but are not limited to, Asynchronous Transfer Mode (ATM), frame relay, private line, hosting, and network management services. Future emerging services may be added to this MSA when and where they become available and affordable.
- **d) E-Rate Service:** The Provider acknowledges and agrees that all Telecommunications Services offered and installed under this MSA must be eligible for E-rate discounts. Qualifying schools or libraries may acquire Services offered through this MSA and related E-rate discounts must apply.

### Section 1.03 TERM and NON-EXCLUSIVITY

This MSA is for an initial 5-year term with two 2-year renewal options. Similar services may be obtained under a different Idanet Master Service Agreement with another provider.

Individual service orders placed under this MSA, notwithstanding termination under Section 1.08, shall be for a period of not less than twelve (12) months and not more than sixty (60) months plus any authorized renewal period.

### Section 1.04 GENERAL INSURANCE REQUIREMENTS

For the duration of the MSA, the Provider shall maintain in effect all insurance as required herein and comply with all limits, terms and conditions stipulated therein. Policies shall provide, or be endorsed to provide, all required coverage. Within two (2) weeks after signing this MSA, the Provider must provide certificate(s) or certified endorsement(s), as applicable, of the insurance required.

Automobile and general liability insurance required by this section shall name the State as an additional insured and shall be with insurers rated A-VII or better in the latest Best's Rating Guide and in good standing and authorized to transact business in Idaho. The coverage provided by such policy shall be primary to any coverage of the State on or related to this MSA and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability. All required policies shall require thirty (30) days' notice to the State, by certified or registered mail, return receipt requested, prior to any cancellation, refusal to renew or a reduction in the limits of the coverage provided. The Provider waives all rights against the State and its agents and employees for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles shall not be deducted from any damages due to the State.

By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect the Provider and such coverage and limits shall not be deemed as a limitation on any of the Provider's liabilities under the indemnities granted to the State.

The amount of such insurance shall be not less than:

Worker's Compensation Insurance in amounts as required by statute. A
qualified self-insurer of workers compensation in the state of Idaho can be
relied on to satisfy the workers compensation and employers liability
requirements of the MSA provided proof of self insurance for workers

compensation is provided to the State in writing.

- Employer's liability limit of \$1,000,000.
- Automobile Liability including non-owned and hired of \$1,000,000.



• Commercial General Liability and Umbrella Liability Insurance including Contractual Liability and Personal Injury of \$1,000,000.

#### Section 1.05 PUBLIC INFORMATION

- a) **Press Releases**: The Department of Administration's chief Public Information Officer must approve in writing in advance any press releases issued by the Provider regarding this MSA or Idanet<sup>TM</sup>.
- The Idaho Public Records Law, Idaho Code b) **Public Records:** Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST, OF THE INFORMATION CONTAINED IN THIS MSA WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW. If the Provider considers any provision of this MSA to be exempt from disclosure as a trade secret or otherwise, the burden is on the Provider to specifically identify such provision. PRICES QUOTED IN THIS MSA ARE NOT A TRADE SECRET. The State, to the extent allowed by law and in accordance with these terms and conditions, will honor a designation of nondisclosure. The Provider will be required to defend any claim of trade secret or other basis for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure.
- c) Use of the State of Idaho Name: The Provider agrees that it will not, prior to, in the course of, or after performance under this MSA use the State's name in any advertising or promotional media as a customer or client of the Provider without the prior written consent of the Idaho Department of Administration's chief Public Information Officer.

### Section 1.06 PRICING

a) Most Favorable Pricing: Pricing offered by the Provider shall always be the most favorable pricing offered to any other customers of similar size, complexity and scope and similar terms. If the Provider separately offers

lower pricing to any Voluntary User, with the exception of educational discounts offered to educational institutions, or Public Agency, the Provider must offer the same lower pricing to all Users.

- b) Fees and Surcharges: As of the date of this MSA, the Services are subject to the federal Universal Service Fund Fee ("USF Fee"). With the exception of the USF Fee and any tariff adjustments provided for in Section 1.06(d), Pricing under this MSA is all-inclusive. The User is responsible to pay (as a direct pass-through) the USF Fee, in addition to the monthly recurring charges set forth in this MSA, The Provider shall show the USF Fee as a separate item on the billing required by Section 2.08. If additional third party fees or surcharges become applicable to the Services provided under this MSA, the User shall be responsible to pay those, upon and after their effective date (also as a direct pass-through) and the Provider shall show such fees or surcharges as a separate item on the billing required by Section 2.08. The Provider shall notify the User in writing as soon as possible of such fees or surcharges.
- c) **Price Ceiling:** The Provider's pricing represents a maximum price for a given Service over the initial term of the MSA, except as provided in Sections 1.06(b), (d) and (e).
- **d) Adjustments:** Annual pricing increases to MSA extensions following the initial five (5) year term shall not exceed three percent (3 %) per renewal period.
- e) Off-net tariff charges: Prices for Off-net Services may change if third party providers file tariff changes applicable to such Off-net Services during the term of this MSA. Any price increases or decreases for such Off-net Services will be passed through to the State or User for those Off-net Services ordered subsequent to the effective date of the changed tariff. The Provider will inform the State and User of any such changes in writing as soon as the Provider becomes aware of such changes.

# Section 1.07 <u>LATE PAYMENT & EARLY TERMINATION</u>

- a) Late Payment Fees: A late charge shall be assessed and accrue at the rate determined in the application of Idaho Code § 63-3045 commencing ten (10) calendar days after payment is due. Payments will be made in accordance with Idaho Code § 67-5735.
- **b)** Early Termination Charges: If a User terminates early all or part of any service order for ongoing Services after installation, other than pursuant to

Section 1.08, the User shall pay a termination charge equal to fifty per cent (50%) of the monthly rate for the Services being terminated multiplied by the number of months remaining in the initial term of applicable service order, after the date of termination, plus the balance of all billed but unpaid recurring and all outstanding nonrecurring charges. For purposes of this section only, "terminates early" means terminating prior to the end of the term as set forth in Section 1.03 and not otherwise in accordance with Section 1.08.

c) Termination Liability Avoidance: The User may avoid termination charges for On-net Services if a Service of equal or greater value is ordered at the same or different location for the remaining contract term of the canceled service order. The User shall remain liable for any Off-net termination charges actually incurred by Provider for the Service being terminated by the User.

### Section 1.08 <u>MSA TERM INATION</u>

- a) For Cause: The State may terminate the MSA or any order issued pursuant to the MSA when the Provider has been provided written notice of default or non-compliance and has failed to cure, or commenced a cure of, the default or non-compliance within a reasonable time, not to exceed ten (10) calendar days, after receipt of such notice. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
- Users is/are a government entity, and this MSA shall in no way or manner be construed so as to bind or obligate the State of Idaho or any User beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The State and Users reserve the right to terminate any Service Order hereunder, if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State or User to continue payment or requires any giveback of funds as may be required for the State or User to continue payment, or if the executive branch mandates any cuts or holdback in spending. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this MSA. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

# Section 1.09 PUBLIC AGENCY USE

Services and prices under this MSA shall be extended to other Public Agencies. Public Agencies wishing to utilize this MSA will deal directly with Provider.

#### Section 1.10 AMENDMENT

Any changes to this MSA or any service order issued hereunder must be mutually agreed upon via a written amendment to be effective.

### Section 1.11 TAXES

The state of Idaho is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Provider. If the Provider is required to pay any taxes incurred as a result of doing business with the state of Idaho, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this MSA, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this MSA becomes effective, the state of Idaho will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the state of Idaho be responsible for personal property taxes affecting items subject to this MSA at the time it becomes effective.

# Section 1.12 <u>SAVE HARMLESS</u>

Each party shall defend, indemnify and hold harmless the other party from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, to the extent caused by or arising from the negligent or wrongful acts or omissions under this MSA of the indemnifying party, its employees, agents, or subproviders that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. AS REGARDS THIS INDEMNIFICATION OBLIGATION, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. Neither party shall have indemnification liability under this section for death, injury, or damage arising out of the negligence or misconduct of the other party.

# Section 1.13 <u>SUBCONTRACTING</u>

The Provider may enter into any subcontract relating to the performance of this MSA or any part thereof. The Provider's use of subcontract shall not in any way

relieve the Provider of responsibility for the professional, technical accuracy and adequacy, and timeliness of the work. The Provider shall be and remain liable for all aspects of the MSA and all damages to the State or User caused by negligent performance or non-performance of work under the MSA by the Provider's subprovider or its sub-subproviders. The Provider shall not subcontract the management, oversight, operational, or technical control of the MSA.

### **SECTION 1.14 ASSIGNMENTS**

Neither this MSA nor any service order or any interest therein shall be transferred by the Provider to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a MSA without approval shall cause the annulment of the MSA or service ordered so transferred, at the option of the State. All rights of action, however, for any breach of such MSA by the contracting parties are reserved to the State. However, subject to the provisions contained herein, the Provider may assign this MSA or any service order without prior written consent to any entity that controls, is controlled by, or is in common control with the Provider or to any successor in interest to the Provider or if necessary to satisfy the rules, requirements and/or regulations of any federal, local or state governmental agency. In the event of such an assignment, the Provider shall remain fully responsible and liable for performance.

### Section 1.15 PATENT and COPYRIGHT INDEMNITY

The Provider shall indemnify and hold harmless and shall defend at its own expense any action brought against the State or any User based upon a claim that the Services provided under this MSA infringes any patent, trademark, copyright or trade secret. The Provider will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that the Provider shall be notified promptly in writing by the State of any notice of such claim; (ii) that the Provider shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with the Provider in a reasonable way to facilitate settlement or defense of any claim or suit.

The Provider shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon (i) State content; (ii) unauthorized modifications to the Telecommunications Services by the State; (iii) the Provider's adherence to the State's written requirements; or (iv) the use of the Telecommunications Services in violation of this MSA.

Should the Telecommunications Services become, or in the Provider's opinion be likely to become, the subject of a claim of infringement, the State shall permit the Provider, at its option and expense, either to procure for the State the right to continue using the Telecommunications Services, to replace or modify the Telecommunications Services so that it becomes non-infringing, or, if those alternatives are not reasonably available, the Provider may terminate the Telecommunications Services without liability except as otherwise provided in this MSA.

### SECTION 1.16 PROVIDER RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties hereto that the state of Idaho is in no way associated or otherwise connected with the performance of any Service under this MSA on the part of the Provider or with the employment of labor or the incurring of expenses by the Provider. Said Provider is an independent provider in the performance of each and every part of this MSA, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this MSA, whether it may be for personal injuries or damages of any other kind. The Provider shall exonerate, indemnify and hold the state of Idaho and any User harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Provider or Provider's employees engaged in performance under this MSA. The Provider will maintain any required workman's compensation insurance. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this MSA or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The State does not assume liability as an employer.

# SECTION 1.17 <u>ANTI-DISCRIMINATION / EQUAL</u> <u>EMPLOYMENT OPPORTUNITY CLAUSE</u>

Acceptance of this MSA binds the Provider to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal

financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this MSA. The Provider must include this provision in every subcontract relating to this MSA.

### SECTION 1.18 STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Provider to fully comply with Idaho law regarding the minimum wage law for residents hired to help on projects and jobs in Idaho.

#### **SECTION 1.19 CONFIDENTIAL INFORMATION**

Pursuant to this MSA, each party may collect or disclose to the other party, financial, personnel or other information that the disclosing party regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the disclosing party. The receiving party shall use such Confidential Information only in the performance of its Services under this MSA and shall not disclose Confidential Information or any advice given by receiving party to the disclosing party to any third party, except with the disclosing party's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then, only upon timely notice to the disclosing party. The disclosing party may require that the receiving party's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the disclosing party upon termination of this MSA. The confidentiality obligation contained in this section shall survive termination of this MSA. "Confidential Information" shall not include data or information that:

- a) Is or was in the possession of the receiving party before being furnished by the disclosing party, provided that such information or other data is not known by the receiving party to be subject to another confidentiality agreement with or other obligation of secrecy to the disclosing party;
- **b)** Becomes generally available to the public other than as a result of disclosure by the receiving party; or

**c**) Becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be subject to a confidentiality agreement with or other obligation of secrecy to the disclosing party.

The State's obligations under this section are subject to the Idaho Public Records Law.

# SECTION 1.20 FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Provider shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Provider. The Provider shall make every reasonable effort to complete performance as soon as possible.

# SECTION 1.21 GOVERNING LAW; VENUE AND SEVERABILITY

This MSA shall be construed in accordance with, and governed by the laws of the state of Idaho. Except to the extent the provisions of the MSA are clearly inconsistent therewith, the MSA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this MSA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this MSA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this MSA is held to be invalid or unenforceable by a court, the remaining terms of this MSA will remain in force.

### SECTION 1.22 ENTIRE AGREEMENT; HEADINGS

This MSA, with any service order issued pursuant to this MSA and the Provider's targeted service level objectives, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. The terms of the MSA shall prevail notwithstanding any variances with the terms and conditions of

any other order submitted by the state of Idaho. Any headings contained in this MSA are for convenience only.

# SECTION 1.23 <u>OFFICIALS, AGENTS AND EMPLOYEES</u> NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the parties be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement, representation or warranty made herein or in connection with this MSA. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this MSA.



#### Article II. SERVICE LEVELS

### Section 2.01 STATE RESPONSIBILITIES

- a) Assigning a Services Manager: Except as otherwise provided in this MSA, the State shall assign its primary point of contact known as the Idanet<sup>TM</sup> Services Manager. Idanet project management and coordination shall be through the ISM. The ISM will facilitate the review and approval of all Provider furnished documentation, network drawings, progress reports, test plans and procedures as required and requested.
- b) Establishing a State Network Operations Center: The State shall establish its State Network Operations Center. The SNOC's responsibilities will include (i) service management; (ii) monitoring network performance; and (iii) providing 24 x 7 first-level technical support. The State reserves the right to use internal or outsourced resources, or both, in its SNOC.
- c) Obtaining and Securing Networking Equipment: The State shall obtain, install and maintain all equipment, software, wiring, and power sources necessary for interconnection with the Provider's network services up to the Point of Demarcation. The State will maintain its facilities up to the Point of Demarcation in accordance with industry standards. Further, the State, at its expense, shall take reasonable physical and information systems security measures necessary to protect all State-acquired or Provider-owned equipment located on State premises.
- **d)** Reasonable Access to State Sites: The State shall ensure reasonable access for the Providers' employees and their subproviders' employees to State sites where network services will be or have been installed. Access will be provided for the purposes of installation and preventative and corrective maintenance.

### Section 2.02 <u>PROVIDER RESPONSIBILITIES</u>

a) Filing Individual Case Based Contracts (ICB's): The State represents that less than ten percent (10%) of its data traffic traversing the Provider's network will be interstate. If necessary, the Provider shallo file applicable ICB's with the appropriate regulatory authority and to supply copies to the Division of Purchasing.

b) Assigning Account Team and Providing an Escalation List: The Provider shall assign an account team made up of the following functional positions: an Executive Sponsor, an Account Manager, a Network Engineer and a Billing Specialist. This account team will be assigned within thirty (30) calendar days after signing this MSA. The Executive Sponsor will be empowered to authorize credits and mobilize Provider resources; the Account Manager will liaise with the ISM; the Network Engineer will assist with network design and capacity planning; and the Billing Specialist will correct erroneous billings.

Upon request of the State, the Provider will submit an escalation list to the ISM. The escalation list will contain the Email address and phone number of Provider's network operations center as well as the contact name, work phone number, cell phone number and e-mail address for each member of the account team. The Provider will deliver this list to the ISM within five (5) business days after request.

c) **Provide 7 x 24 network monitoring:** The Provider agrees to maintain a 7 x 24 x 365 network operations center to monitor Services used by the State.

### Section 2.03 PERFORMANCE OBJECTIVES

The Provider warrants all networking elements comprising the Provider's network, including without limitation hardware, equipment and cables, conform to applicable industry standards promulgated by recognized industry standards bodies. These may include, but are not limited to, the ATM Forum, the Frame Relay Forum, EIA/TIA, ANSI or ITU.

Further, the Provider will submit its targeted service level objectives for its network to the ISM within ten (10) business days after both parties have signed the MSA. Said objectives will include some or all of the following: availability, reliability, mean-time-to-repair (MTTR), mean-time-between-failure (MTBF), and bit error rate (BER). The targeted service level objectives will become part of and incorporated into this MSA as if set forth in full.

# Section 2.04 SERVICE MANAGEMENT

**a) Initiation of New Service:** The SNOC will place a service order for new Service either by fax or by e-mail. The format of the service order will conform to the example show in *Exhibit 1*. The due date for a service order will be mutually agreed upon when the SNOC places an order. If the Provider cannot complete installation within thirty (30) calendar days past the established due date for a service order, the State at its option may seek, without penalty,

substitute services from another Provider. Further, the SNOC will track the status of a service order via phone, written form or, preferably, electronic form.

- **b) Reconfiguration of existing service:** The SNOC will place a service order for reconfiguration of service either by fax or by e-mail. The format of the service order will conform to the example shown in *Exhibit 1*. The due date for a service order will be mutually agreed upon when the SNOC places an order. If the Provider cannot complete reconfiguration after thirty (30) calendar days past the established due date for a service order, the State at its option may seek without penalty substitute services from another Provider. Further, the SNOC will track the status of a service order via phone, written form or, preferably, electronic form.
- c) **Disconnection of Service:** The SNOC will place a service order for discontinuance of Service either by fax or by e-mail. The format of the service order will conform to the example show in *Exhibit 1*. Except as otherwise provided in this MSA, the State is obligated to give the Provider no more than thirty (30) calendar day's notice. The State is not obligated to pay for Service beyond this thirty (30) calendar-day interval unless there is an early termination charge pursuant to Section 1.07(b). The SNOC will track the status of a service order via phone, written form or, preferably, electronic form.

### Section 2.05 PROBLEM MANAGEMENT

- a) **Trouble Reports**: The SNOC will place a trouble report either in written form (e.g., memo or fax) or, preferably, electronic form (e.g., web-based forms). Further, tracking progress of problem resolution will be accomplished via telephonic or electronic notification (e.g., web based or e-mail).
- b) Out of Service Credits: It is essential that the Services be provided uninterrupted. The Provider agrees to delivery of Service as agreed upon pursuant to this MSA and any service order issued pursuant to this MSA, including the targeted service level objectives. Failure to provide Services constitutes an event of default. The parties agree that actual damages to the State for the failure of or delay in delivery will be difficult or impossible to determine. Therefore, if the Provider misses the Initial Response time for a Major Trouble, the Provider may be assessed \$250 (two hundred fifty dollars) credit per hour for each hour missed, up to eight (8) hours as described below. If the Provider may be assessed \$150 (one hundred fifty dollars) credit per hour for each hour missed, up to eight (8) hours as described below.

If either a Major or Minor Trouble with Services has not been fully remedied after eight (8) hours from the time of the trouble report, \$750 (seven hundred fifty dollars) credit per hour may be assessed until such time as the Major or Minor Trouble is fully remedied. The State reserves the right to offset the amount of Out of Service Credits against other sums owing under this MSA or any service order issued hereunder. The Out of Service Credits provided for in this MSA are not exclusive and are cumulative to any other rights at law or in equity that the State may have. At no time shall the credits exceed the monthly recurring charge for the circuit under repair. The Provider shall not be assessed service credits when delay arises out of cause beyond the control and without the fault or negligence of the Provider.

No credits will be assessed as a result of any failures in connection with the Services offered by Provider in connection with the offered capability of interworking Provider's frame relay Service and ATM Service with Qwest frame relay and ATM Service. Such capability is offered to the State as a value added Service in recognition of the potential benefits of the Service. The State acknowledges that due to the difficult environment with multiple providers there may be problems providing trouble shooting and repair. Therefore, this service capability is offered on a best effort basis, with no performance, reliability, or time to repair guarantees and no Out of Service credits.

c) Chronic Trouble Remedy: "Chronic Trouble" is a particular Service for which (i) three or more trouble tickets have been opened for the same trouble within a 90-day period, or (ii) one Service Outage has occurred for a duration of more than 24 hours, or (iii) Service Outages accumulating one hundred twenty (120) hours or more over any period of one hundred eighty (180) consecutive calendar days and the cause of each such trouble is determined to be in Provider's network and is not the result of a cause beyond the control and without the fault or negligence of the Provider.

Whenever State or User reports to Provider and Provider confirms that a Service is a chronic trouble service, Provider will immediately perform a detailed investigation and report the findings to State and User. State or User may disconnect a specific Chronic Trouble Service without incurring termination liability or further obligation, except for payment due and owing for Service received prior to termination, by providing Provider written notice, unless such Service has remained trouble free for a period of thirty (30) days prior to such termination notice.

#### Section 2.06 MANAGEMENT REPORTING

- a) Capacity Planning: The Provider may optionally at a time in the future offer and the State may optionally subscribe to performance-based network management information. This information would be used by the State for capacity planning. Ideally, the Provider's reporting system will allow the State to look at network activity in the form of a "snapshot" (i.e. what's happening at a moment in time) and in the form of "trending" (i.e. what's happening over a period of time). The State prefers that such information be provided electronically in a graphical format and that the information is compatible with its existing network management tools (e.g., Cisco Works Classic for Unix, Cisco Works 2000 Campus, and Network Associates RouterPM).
- b) Inventory Control: On a monthly basis, the Provider will provide the ISM with an inventory of circuits purchased by Users under the terms of this MSA. The format of the inventory will be mutually agreed to by the ISM and the Provider.

### Section 2.07 PLANNED OUTAGES

The Provider shall provide at least 24-hour advanced notice of any planned outages affecting the Provider's network. The Provider will notify the SNOC.

### Section 2.08 <u>BILLING & CREDITS</u>

- a) Billing address and interval: The Provider will render a timely, accurate and complete invoice to the proper billing address. Said billing address will be identified when the SNOC orders new Service or reconfigures existing Service. Further, the billing "end date" (e.g., the 1<sup>st</sup> of the month, the 10<sup>th</sup>, or the 20<sup>th</sup>) will be mutually agreed upon between the User and the Provider.
- **b) Invoicing for a finished Service:** Where by necessity a finished Service is provisioned by the Provider and other telecommunications carriers, the State requires and the Provider will issue a single consolidated invoice.
- **c) Billing elements:** Invoice rendered by the Provider should include applicable one-time charges, recurring charges and any prorated charges.
- **d) Application of Credits:** The ISM shall notify the Provider in writing of any billing or administrative errors, including identifying the amount of the claimed mistake. The Provider shall respond in writing to such notification

within fifteen (15) days of receipt. Failure to so respond shall be deemed agreement by the Provider to the amount of the claimed mistake. Credits for any billing or administrative errors shall be applied by the Provider to the proper account within forty-five (45) calendar days of notification of such error. The State reserves the right to offset amounts in dispute pursuant to this section pending resolution. Service will begin on the mutually agreed to due date unless an amended service order has been issued.

State of Idaho:	
	By:
	Name:
	Its:
Syringa Networks:	
	By:
	Name: Stephen E. Maloney
	Its: General Manager



# **Article III. PRICING (Syringa Networks)**

Prices listed herein represent the most favorable pricing offered by the Provider to any other customer of similar size, complexity, scope, and terms. If the Provider separately offers lower pricing to any Voluntary User or Public Agency, the provisions of Section 1.06 apply

### Section 3.01 SPECIAL CONSTRUCTION CHARGES

#### **Table 3.01: Syringa Special Construction Charges**

Special construction is required when the State requests Service where adequate facilities do not exist to the State's Point of Demarcation as defined pursuant to Section 1.01. Special construction charges will be calculated on a case-by-case basis in such circumstances.

Upon mutual agreement between the State and the Provider, special construction charges may be invoiced in full at the completion of installation or they may be amortized over the term of the Service.

**Exhibit 1: Idanet: Standard Service Order Form (sample):** 

Ι	danet™ RI	EQUEST FOR	M
PON:	DATE:	REQUEST DUE DATE:	
NEW, ADD, UPGRADE	OR DELETE:	NOTES:	
DOES THIS REPLACE	AN EXISTING CIRCUIT	T?: CIRCUIT #	
DURATION OF SERVI	CE M	ONTHS	
(a) IF NEW			
BILLING AGENCY NAI	ME:		
BILLING #:			
BILLING ADDRESS:			
CITY: ZIP:			
BILLING CONTACT:	PHONE:		
(b) INFORMATION	N FOR EACH LOCATION	ON .	
AGENCY:			
INSTALL CONTACT:	PHONE:		
SITE CONTACT:	PHONE:		
REPAIR CONTACT:	PHONE:		
CIRCUIT TYPE:	SPEE	D: CIR:	
LOCATION:			
CITY:	ZIP:		
NUMBER OF PVC'S:	POINT TO:		
WIRE BEYOND NI?:	TERM AT:		

Exhibit 1: Idanet: Standard Service Order Form (sample): -- continued --

ORDER TRACKING	PON		
(c) AFTER CIRCUIT IS ASS	SIGNED		
CUSTOMER CIRCUIT #		CUSTOMER DLCI	
CUSTOMER CIRCUIT #		CUSTOMER DLCI	
CIRCUIT INSTALL DATE	ВҮ		
CIRCUIT TURN-UP DATE:		BY	CRM UPDATED
If this is an upgrade, when was the DATE: PON:	ne disconnect ordered:	BY	RouterPM UPDATED
DISCONNECT CONFIRMED, DA	ATE:	BY	WEB TRENDS UPDATED
BILLING DOCUMENT UPDATED	D, DATE:	BY	



Table 3.02.2
Reflects changes to tariffs that went into effect 7-1-2003

### Local Loops for point to point circuits and access links for frame relay and ATM

The pricing is for local loops assuming facilities are available - a price in this table does NOT guarantee availability of service at all locations in that exchange.

The pricing for local loops and access links in this table represents the guaranteed price at this time. Call Syringa Networks to see if a better price alternative may be available at the time a new circuit to one of these locations is required as better prices are often available.

	illed as better prices t	Local Loop, Back Haul, and Entrance Facility at Aggregation Points to Nearest Syringa Networks POP							
			Aggregation	on Po	oints to Nea	rest	Syringa Netw	orks	POP
D 1 0 1	NDA NOV			S-1	NDO		DS-	3	NDO
Rate Center	NPA-NXX		MRC		NRC		MRC		NRC
Aberdeen	208-397	\$	733.00	\$	1,050.00	\$	4,624.00	\$	4,125.00
Albion	208-673	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
Almo	208-824	\$	609.70	\$	500.00	\$	2,364.70	\$	1,000.00
American Falls	208-226	\$	499.50	\$	800.00	\$	3,369.50	\$	1,300.00
Arbon	208-335	\$	332.50	\$	500.00	\$	2,087.50	\$	1,000.00
For circuits to Butte Coun	_	•		orks					
Arco	208-527	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
Ashton	208-652	\$	521.50	\$	500.00	\$	2,276.50	\$	1,000.00
Atlanta	208-864	\$	1,487.50	\$	700.00		ICB		ICB
Bancroft	208-648	\$	471.00	\$	800.00	\$	3,624.50	\$	1,300.00
Blackfoot	208-782	\$	520.50	\$	800.00	\$	3,453.50	\$	1,300.00
Blackfoot	208-785	\$	520.50	\$	800.00	\$	3,453.50	\$	1,300.00
Bliss	208-352	\$	408.00	\$	800.00	\$	3,384.05	\$	1,300.00
For Boise, call Syringa Ne	tworks for pricing as	s soi	me locations	have	e alternate pi	ovic	ders that may i	esu	It in lower
pricing	. •				•		•		
Boise	208-229	\$	332.50	\$	500.00	\$	2,087.50	\$	1,000.00
Boise	208-332	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-334	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-364	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-393	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-396	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-844	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-348	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-331	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-333	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-336	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-338	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-341	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-342	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-343	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-344	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-345	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-363	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-367	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-368	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-381	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00





	Local Loop, Back Haul, and Entrance Facility at								at
		Aggregation Points to Nearest Syringa Networks POP							
		Aggregation Foilits to Nea					Syringa Netw	OFICE	51 01
		DS-1				DS-	3		
Rate Center	NPA-NXX		MRC	J- 1	NRC		MRC		NRC
Boise	208-383	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-384	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-385	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-386	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-387	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-388	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-389	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-395	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-422	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-424	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-426	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-429	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-433	\$	175.00	\$	500.00	\$	1,600.00	\$	500.00
Boise	208-853	\$	364.00	\$	800.00	\$	2,524.00	\$	800.00
Boise	208-854	\$	364.00	\$	800.00	\$	2,524.00	\$	800.00
Boise	208-362	\$	364.00	\$	800.00	\$	2,524.00	\$	800.00
Boise	208-562	\$	364.00	\$	800.00	\$	2,524.00	\$	800.00
Boise	208-321	\$	175.00	\$	500.00	\$	2,440.00	\$	800.00
Boise	208-322	\$	175.00	\$	500.00	\$	2,440.00	\$	800.00
Boise	208-323	\$	175.00	Ψ \$	500.00	\$	2,440.00	Ψ \$	800.00
Boise	208-327	\$	175.00	Ψ \$	500.00	\$	2,440.00	\$	800.00
Boise	208-373	\$	175.00	Ψ \$	500.00	\$	2,440.00	\$	800.00
Boise	208-375	\$	175.00	φ \$	500.00	\$	2,440.00	φ \$	800.00
Boise	208-375	\$	175.00	φ \$	500.00	\$	2,440.00	φ \$	800.00
Boise	208-377	\$	175.00	φ \$	500.00		2,440.00	φ \$	800.00
Boise	208-377		175.00	э \$	500.00	\$	2,440.00	φ \$	800.00
	208-658	\$	175.00		500.00	\$	2,440.00		800.00
Boise	208-672	\$		\$		\$		\$	
Boise		\$	175.00	\$	500.00	\$ \$	2,440.00	\$	800.00
Boise	208-685	\$	175.00	\$	500.00	Ф	2,440.00	\$	800.00
Boise River	208-653	\$	735.70	\$	500.00	φ.	ICB	Φ	ICB
Bruneau	208-845	\$	516.50	\$	800.00	\$		\$	1,300.00
Buhl	208-543	\$	426.00	\$	800.00	\$	3,054.50	\$	1,300.00
For circuits to Cassia Cou		•				Ιœ	1 200 00	Φ	500.00
Burley	208-878	\$	120.00	\$	500.00	\$	1,300.00	\$	500.00
Burley	208-677	\$	120.00	\$	500.00	\$	1,300.00	\$	500.00
Burley	208-678	\$	120.00	\$	500.00	\$	1,300.00	\$	500.00
Caldwell	208-453	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
Caldwell	208-454	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
Caldwell	208-455	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
Caldwell	208-459	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
Cambridge	208-257	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
Carey	208-823	\$	788.25	\$	1,050.00	\$	6,265.75	\$	4,125.00
Cascade	208-382	\$	810.00	\$	1,050.00	\$	5,293.40	\$	4,125.00
Castleford	208-537	\$	489.00	\$	800.00	\$	3,290.75	\$	1,300.00
For circuits to Custer Cou	-					م ا	4	_	4 000 00
Challis	208-879	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
Clayton	208-838	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00





		Local Loop, Back Haul, and Entrance Facility at Aggregation Points to Nearest Syringa Networks POP							
						D0.0			
Rate Center	NPA-NXX	DS-1 MRC NRC				DS- MRC	.3	NRC	
		Φ.		Φ.		6		Φ.	
Council	208-253 208-747	\$	175.00 821.70	\$	500.00 800.00	\$	1,720.00	\$	1,000.00
Dayton Declo		\$	408.00	\$	800.00	\$	4,779.50	\$	1,300.00
	208-654 208-325	\$	773.25	\$ \$		\$	3,388.25	\$	1,300.00
Donnelly	208-897	\$	672.75		1,050.00 800.00	\$	4,334.75	\$	4,125.00
Downey	208-354	\$	949.90	\$	500.00	\$	3,852.50	\$ \$	1,300.00
Driggs	208-456	\$ \$	949.90	\$ \$	500.00	\$ \$	2,704.90 2,704.90	Ф \$	1,000.00 1,000.00
Driggs	208-787	\$	949.90	φ \$	500.00	φ \$	2,704.90	Ф \$	1,000.00
Driggs For circuits to Clark Count						Φ	2,704.90	Φ	1,000.00
Dubois	208-374		yringa Netw 180.00	orks \$	500.00	\$	2,075.00	\$	1,000.00
	208-938	\$	462.75	Ф \$	800.00		2,075.00	φ \$	1,300.00
Eagle Eagle	208-939	\$ \$	462.75	φ \$	800.00	\$	2,366.50	φ \$	1,300.00
Eden/Hazelton	208-825	\$	402.73	Ф \$	800.00	\$ \$	3,054.50	φ \$	1,300.00
Eden/Hazelton	208-829	\$	426.00	Ф \$	800.00	φ \$	3,054.50	Ф \$	1,300.00
Elba	208-638	\$	471.10	φ \$	500.00	\$	2,226.10	φ \$	1,000.00
Elk Bend	208-894	\$	710.50	φ \$	500.00	\$	2,220.10	φ \$	1,000.00
Emmett	208-365	\$	240.00	φ \$	500.00	φ \$	2,405.50	φ \$	1,000.00
Emmett	208-398	\$	240.00	φ \$	500.00	\$	2,690.00	φ \$	1,000.00
Emmett	208-477		240.00	Ф \$	500.00			Ф \$	1,000.00
		\$	420.00	ъ \$		\$	2,690.00		
Fairfield Filer	208-764	\$	175.00	ъ \$	1,400.00 500.00	\$	3,465.00	\$ \$	7,300.00
Firth	208-326	\$ \$	436.50		800.00	\$ \$	1,720.00		1,000.00
Franklin	208-346 208-646			\$			3,096.50	\$	1,300.00
		\$	844.80	\$	800.00	\$	4,858.25	\$	1,300.00
Fruitland	208-452	\$	175.00 907.75	\$ \$	500.00	\$ \$	1,720.00	\$	1,000.00
Garden Valley	208-462	\$			1,050.00 800.00		6,047.00	\$	4,125.00
Glenns Ferry	208-366	\$	565.50 460.50	\$	800.00	\$	4,023.50	\$	1,300.00
Gooding Grace	208-934 208-425	\$		\$	800.00	\$	3,582.50	\$	1,300.00 1,300.00
Grand View	208-834	\$	418.50 563.75	\$ \$		\$	3,425.00	\$	1,300.00
Grasmere	208-759	\$ \$	1,275.00	Ф \$	800.00	\$ \$	5,484.50	\$	
	208-837	\$	240.00	φ \$	800.00 500.00	φ \$	12,362.50 2,690.00	\$ \$	1,300.00 1,000.00
Hagerman									
Hailey	208-578	\$	240.00	\$	500.00	\$	2,690.00 2,690.00	\$	1,000.00
Hailey	208-788	\$	240.00	\$	500.00	\$	•	\$	1,000.00
Hamer	208-662	\$	827.25	\$	500.00	\$	7,090.00	\$	1,000.00 500.00
Heyburn	208-679	\$	120.00	\$	500.00	\$	1,300.00	\$	1,000.00
Hollistor	208-698	\$	609.70	\$	500.00	\$	2,364.70	\$	
Hollister	208-655	\$	534.10	\$	500.00	\$	2,289.10	\$	1,000.00
Homedale	208-337	\$	693.50	\$	1,050.00	\$	5,092.00	\$	4,125.00
Horseshoe Bend	208-793	\$	708.25	\$	1,050.00	\$	4,382.75	\$	4,125.00
Howe	208-767	\$	541.00 546.75	\$	500.00	\$	2,286.00	\$	1,000.00
Idaho City	208-392	\$	546.75	\$	800.00	\$	2,839.00	\$	1,300.00
For Idaho Falls, always cal result in lower pricing	I Syringa Networks	for p	ricing as so	me l	ocations hav	e alt	ernate provide	ers t	hat may
For circuits to Bonneville (	County Courthouse.	con	tact Syringa	Net	works				
Idaho Falls	208-534	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-227	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
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		Local Loop, Back Haul, and Entrance Facility at							
		Aggregation Points to Nearest Syringa Networks POP							
			<u></u>		2.7.10 10 11001		- jgu 110th	J. 110	
				S-1			DS-	3	
Rate Center	NPA-NXX		MRC		NRC		MRC		NRC
Idaho Falls	208-522	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-523	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-524	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-525	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-526	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-528	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-529	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-533	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-535	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-542	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-552	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-557	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Idaho Falls	208-612	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Indian Valley	208-256	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
Inkom	208-775	\$	384.00	\$	800.00	\$	2,893.85	\$	1,300.00
Irwin	208-483	\$	786.10	\$	500.00	\$	2,541.10	\$	1,000.00
Island Park	208-558	\$	849.10	\$	500.00	\$	2,604.10	\$	1,000.00
Jerome	208-324	\$	394.50	\$	800.00	\$	2,933.75	\$	1,300.00
Jerome	208-644	\$	394.50	\$	800.00	\$	2,933.75	\$	1,300.00
Ketchum	208-622	\$	439.50	\$	800.00	\$	3,503.75	\$	1,300.00
Ketchum	208-725	\$	439.50	\$	800.00	\$	3,503.75	\$	1,300.00
Ketchum	208-726	\$	439.50	\$	800.00	\$	3,503.75	\$	1,300.00
Ketchum	208-727	\$	439.50	\$	800.00	\$	3,503.75	\$	1,300.00
Kilgore	208-778	\$	927.00	\$	500.00	\$	7,783.00	\$	1,000.00
Kimberly	208-423	\$	325.20	\$	800.00	\$	2,706.95	\$	1,300.00
Kuna	208-922	\$	521.55	\$	800.00	\$	2,550.25	\$	1,300.00
Lava Hot Springs	208-776	\$	534.00	\$	800.00	\$	3,571.10	\$	1,300.00
Leadore	208-768	\$	1,482.00	\$	800.00	\$	11,656.25	\$	1,300.00
Lewisville/Menan	208-754	\$	415.50	\$	800.00	\$	3,012.50	\$	1,300.00
Lowman	208-259	\$	1,011.00	\$	700.00	\$	7,982.50	\$	1,200.00
Mackay	208-588	\$	175.00	Ψ \$	500.00	\$	1,720.00	Ψ \$	1,000.00
Malad	208-766	\$	647.50	φ \$	500.00	\$	2,402.50	φ \$	1,000.00
Malta	208-766		496.30	φ \$	500.00	\$	2,402.30	φ \$	1,000.00
Marsing	208-896	\$	688.25					•	
<u> </u>	208-876	\$	546.70	\$	1,050.00	\$	5,029.00	\$	4,125.00
May Mc Call		\$	810.00	\$	500.00	\$	2,301.70	\$	1,000.00
	208-630	\$		\$	1,050.00	\$	5,794.25	\$	4,125.00
Mc Call	208-634	\$	810.00	\$	1,050.00	\$	5,794.25	\$	4,125.00
McCammon	208-254	\$	478.50	\$	800.00	\$	3,250.85	\$	1,300.00
Melba	208-495	\$	520.50	\$	800.00	\$	2,891.50	\$	1,300.00
Meridian ISP facility - requires cross		\$	25.00	\$	250.00	\$	100.00	\$	500.00
connect only to DSX panel, no local loop									
necessary.				_				_	
Meridian	208-288	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
Meridian	208-706	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
Meridian	208-846	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
Meridian	208-855	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00





			_	_				
	Local Loop, Back Haul, and Entrance Facility at							
		Aggregation	n P	oints to Near	rest	Syringa Netw	orks	POP
Data Cantan		DS	3-1	NDO		DS-	3	NDC
Rate Center NPA-NXX		MRC		NRC	_	MRC		NRC
	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
	\$	360.75	\$	800.00	\$	3,236.00	\$	1,300.00
	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
	\$	441.30	\$	500.00	\$	2,251.30	\$	1,000.00
	\$	806.25	\$	500.00	\$	6,943.00	\$	1,000.00
	\$	636.90	\$	800.00	\$	4,141.10	\$	1,300.00
	\$	421.00	\$	500.00	\$	2,166.00	\$	1,000.00
	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
	\$	418.50	\$	800.00	\$	3,425.00	\$	1,300.00
	\$	418.50	\$	800.00	\$	3,425.00	\$	1,300.00
	\$	447.00	\$	800.00	\$	3,133.25	\$	1,300.00
	\$	468.00	\$	800.00	\$	2,692.00	\$	1,300.00
	\$	468.00	\$	800.00	\$	2,692.00	\$	1,300.00
	\$	468.00	\$	800.00	\$	2,692.00	\$	1,300.00
	\$	468.00	\$	800.00	\$	2,692.00	\$	1,300.00
	\$	468.00	\$	800.00	\$	2,692.00	\$	1,300.00
	\$	468.00	\$	800.00	\$	2,692.00	\$	1,300.00
	\$	468.00	\$	800.00	\$	2,692.00	\$	1,300.00
	\$	761.70	\$	1,050.00	\$	4,508.00	\$	4,125.00
	\$	544.50	\$	800.00	\$	3,532.00	\$	1,300.00
	\$	416.10	\$	500.00	\$	2,226.10	\$	1,000.00
	\$	1,870.50	\$	800.00	\$	14,312.75	\$	1,300.00
	\$	458.50	\$	500.00	\$	2,213.50	\$	1,000.00
Oakley 208-862	\$	542.10	\$	500.00	\$	2,352.10	\$	1,000.00
	\$	735.70	\$	500.00	\$	2,490.70	\$	1,000.00
	\$	715.55	\$	1,050.00	\$	5,396.50	\$	4,125.00
	\$	353.10	\$	500.00	\$	2,163.10	\$	1,000.00
	\$	450.00	\$	800.00	\$	3,542.60	\$	1,300.00
	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Pocatello 208-233	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Pocatello 208-234	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Pocatello 208-235	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Pocatello 208-236	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Pocatello 208-237	\$	315.75	\$	800.00	\$	2,666.00	\$	1,300.00
	\$	315.75	\$	800.00	\$	2,666.00	\$	1,300.00
	\$	315.75	\$	800.00	\$	2,666.00	\$	1,300.00
	\$	857.50	\$	700.00		ICB		ICB





							I Entrance Fac		
		Aggregation Points to Nearest Syringa Networks POP				5 - 0 -			
			D	S-1			DS-3		
Rate Center	NPA-NXX		MRC	ו -כ	NRC		MRC	<u> </u>	NRC
Preston	208-852	\$	798.60	\$	800.00	\$	4,698.65	\$	1,300.00
Raft River	208-349	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
								•	•
For Rexburg, always call Syl	inga Networks to	r pric	ing as some	loca	ations have a	ilteri	nate providers	tha	t result in
lower pricing. Rexburg	208-356	Ιœ	330.00	\$	500.00	\$	2,500.00	\$	1,000.00
Rexburg	208-359	\$ \$	330.00	φ \$	500.00	\$	2,500.00	φ \$	1,000.00
Rexburg	208-496	\$	330.00	φ \$	500.00	\$	2,500.00	φ \$	1,000.00
Rexburg	208-490	\$	330.00	φ \$	500.00	\$	2,500.00	φ \$	1,000.00
Richfield	208-487	\$	734.25	φ \$	800.00	\$	5,485.00	φ \$	1,300.00
	208-745		415.50		800.00				
Rigby	208-745 208-628	\$		\$		\$	3,012.50	\$	1,300.00
Riggins	208-538	\$	1,085.10	\$	1,050.00	\$	7,952.00	\$	4,125.00
Ririe		\$	436.50	\$	800.00	\$	3,096.50	\$	1,300.00
Riverside	208-684	\$	520.50	\$	800.00	\$	3,453.50	\$	1,300.00
Roberts	208-228	\$	436.50	\$	800.00	\$	3,092.30	\$	1,300.00
For circuits to Minidoka Cou	-				500.00	lσ	1 200 00	φ	E00.00
Rupert	208-434	\$	120.00	\$		\$	1,300.00	\$	500.00 500.00
Rupert	208-436	\$	120.00	\$	500.00	\$	1,300.00	\$	
Salmon	208-756	\$	1,450.50	\$	800.00	\$	10,774.25	\$	1,300.00
Shelley	208-357	\$	373.50	\$	800.00	\$	2,876.00	\$	1,300.00
Shoshone	208-544	\$	580.35	\$	800.00	\$	3,531.20	\$	1,300.00
Shoshone	208-886	\$	580.35	\$	800.00	\$	3,531.20	\$	1,300.00
Shoup	208-394	\$	332.50	\$	700.00		ICB		ICB
For circuits to Caribou Coun	-	-				I "	0.000.00	•	4 000 00
Soda Springs	208-547	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
For circuits to Fremont Cour	-					I "	0.400.00	•	4 000 00
St. Anthony	208-458	\$	433.30	\$	500.00	\$	2,188.30	\$	1,000.00
St. Anthony	208-624	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
Stanley	208-774	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
Star	208-286	\$	478.50	\$	800.00	\$	2,602.75	\$	1,300.00
Sun Valley	208-981	\$	439.50	\$	800.00	\$	3,503.75	\$	1,300.00
Sweet	208-584	\$	834.25	\$	1,050.00	\$	4,466.75	\$	4,125.00
Terreton	208-663	\$	180.00	\$	500.00	\$	2,075.00	\$	1,000.00
Thatcher	208-427	\$	513.00	\$	800.00	\$	3,782.00	\$	1,300.00
Three Creek	208-857	\$	1,146.25	\$	700.00	_	ICB	_	ICB
Tipanuk	208-796	\$	175.00	\$	500.00	\$	1,720.00	\$	1,000.00
Twin Falls	208-732	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Twin Falls	208-733	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Twin Falls	208-734	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Twin Falls	208-735	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Twin Falls	208-736	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Twin Falls	208-737	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Twin Falls	208-738	\$	195.00	\$	500.00	\$	2,120.00	\$	1,000.00
Warm Lake	208-632	\$	1,025.50	\$	500.00	\$	2,780.50	\$	1,000.00
Warren	208-636	\$	1,290.10	\$	500.00	\$	3,045.10	\$	1,000.00
Wayan	208-574	\$	634.90	\$	500.00	\$	2,389.90	\$	1,000.00
For circuits to Washington (	County Courthous	se, co	ontact Syring	ja Ne	etworks				





		Local Loop, Back Haul, and Entrance Facility at Aggregation Points to Nearest Syringa Networks POP							
		DS-1			DS-3				
Rate Center	NPA-NXX		MRC		NRC		MRC		NRC
Weiser	208-414	\$	120.00	\$	500.00	\$	1,300.00	\$	500.00
Weiser	208-549	\$	240.00	\$	500.00	\$	2,690.00	\$	1,000.00
Wendell	208-536	\$	429.00	\$	800.00	\$	3,463.85	\$	1,300.00
White Bird	208-839	\$	1,350.75	\$	1,050.00	\$	9,961.70	\$	4,125.00
Wilder	208-482	\$	695.60	\$	1,050.00	\$	4,882.00	\$	4,125.00
Yellow Pine	208-633	\$	1,214.50	\$	500.00	\$	2,969.50	\$	1,000.00



Table 3.02.1.1				
Twin Falls	Idaho Falls	Pocatello		
Table 3.02.1.2				
American Falls	Caldwell	Hailey	Pocatello	Soda Springs
Boise	Fruitland	Idaho Falls	Rupert	Twin Falls
Burley	Hagerman	Mountain Home	Rupert	
Table 3.02.1.3				
Aberdeen	Donnelly	Idaho City	Minidoka	Roberts
Albion	Downey	Idaho Falls	Monteview	Rupert
Almo	Driggs	Indian Valley	Montpelier	Salmon
American Falls	Dubois	Inkom	Mountain Home	Shelley
Arbon	Eden/Hazelton	Irwin	Murtaugh	Shoshone
√rco	Elba	Island Park	Nampa	Shoup
Ashton	Elk Bend	Jerome	New Plymouth	St. Anthony
Atlanta	Emmett	Ketchum	New Meadows	Stanley
Bancroft	Fairfield	Kilgore	Norland	Sweet
Blackfoot	Filer	Kimberly	North Fork	Terreton
Bliss	Firth	Kuna	Nu Acres	Thatcher
Boise	Franklin	Lava Hot Springs	Oakley	Three Creek
Boise River	Fruitland	Leadore	Paris	Tipanuk
Bruneau	Garden Valley	Lewisville/Menan	Parma	Twin Falls
Buhl	Glenns Ferry	Lowman	Paul	Warm Lake
Burley	Gooding	Mackay	Payette	Warren
Caldwell	Grace	Malad	Pocatello	Wayan
Cambridge	Grand View	Malta	Prairie	Weiser
Carey	Grasmere	Marsing	Preston	Wendell
Cascade	Hagerman	May	Raft River	White Bird
Castleford	Hailey	McCall	Rexburg	Wilder
Challis	Hamer	McCammon	Richfield	Yellow Pine
Clayton	Holbrook	Melba	Rigby	
Council	Hollister	Meridian	Riggins	
Dayton	Homedale	Middleton	Ririe	
D1-	Hamada a Dand	NAC-L L-	Discountida	



Riverside

Midvale

Horseshoe Bend

Declo